

# EXHIBIT A



C L A R E L O C K E

THOMAS A. CLARE, P.C.

ELIZABETH M. LOCKE, P.C.

10 Prince Street  
Alexandria, Virginia 22314

(202) 628-7400

www.clarelocke.com

November 6, 2020

Via Email

Legally Privileged and Confidential

Mr. Jeremy O'Sullivan  
Kytch, Inc.  
3327 Seldon Court  
Fremont, CA 94539  
Email: [REDACTED]

Re: Engagement Letter for Legal Services

Dear Jeremy:

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

Choice of Law: This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflict of law principles.

Arbitration: Any controversy or claim arising out of or relating to this agreement or our representation of you in this or any future matter, including but not limited to any fee dispute or claim for malpractice, negligence, breach of fiduciary duty, or breach of contract, shall be settled by arbitration in Virginia administered by the American Arbitration Association. The arbitration shall be conducted in English. The designated arbitrator(s) shall have the authority to award any and all relief that would otherwise be available in a court of law, and judgment on any award may be entered in any court of competent jurisdiction. In addition, the designated arbitrator shall award reasonable attorneys' fees for any time Clare Locke LLP attorneys, paralegals, or outside counsel and its staff spend adjudicating the dispute provided that Clare Locke LLP is the prevailing party in the arbitration. The parties shall keep any such arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony, or documents submitted during the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award.

This arbitration clause means that you are forgoing your right to have any disputes that the clause covers resolved in a court of law and that you are forgoing any right to a jury. There are other differences between arbitration and court proceedings, and we encourage you to consult with separate counsel if you have any questions concerning this clause or any other matters in this letter.



Entire Agreement: This letter sets forth our entire agreement for rendering professional services. It can be amended or modified only in a writing signed by both parties, and not orally or by course of conduct.

In order to memorialize our understanding, please sign and return a copy of this letter. Again, we are very pleased to have the opportunity to act for you on this matter.

Very truly yours,

CLARE LOCKE LLP

*Thomas A. Clare, P.C.*

\_\_\_\_\_  
Thomas A. Clare, P.C.

*Libby Locke*  
\_\_\_\_\_  
Libby Locke (Nov 6, 2020 09:08 EST)

Elizabeth M. Locke, P.C.

Agreed and accepted:

KYTCH, INC.

*Jeremy O'Sullivan*  
\_\_\_\_\_  
Jeremy O'Sullivan (Nov 6, 2020 12:46 PST)



Clare Locke LLP Client Reimbursable Expenses

[REDACTED]

- I [REDACTED]
  - [REDACTED] [REDACTED]
  - [REDACTED] [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- I [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


# 20201106 Kytch Retention Agreement

Final Audit Report

2020-11-06

Created:	2020-11-06
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-  Agreement completed.  
2020-11-06 - 8:46:19 PM GMT